

CT 203-816-5598 • FL 954-570-7687 • MN 651-489-0827 • NV 775-284-2795 • TX 469-547-2399

This AGREEMENT, made between REPROTECH LLC (“ReproTech” and/or “RTL”), a Delaware limited liability company (hereinafter referred to as “the Company”), and the persons named below (“Clients” or “Signatory Clients”) regarding their cryopreserved donor oocytes/donor semen (“Reproductive Tissue Specimens” or “Specimens”).

## SECTION 1 — CLIENTS’ INFORMATION

*In this section clients will fill in their personal information. Each client will supply their own information.*

### Client A

First Name
____ Middle Name or ____ Preferred Name
Last Name
Email (Email address will be used for billing & correspondence)
Date of Birth (mm/dd/yyyy)
Sex at Birth
Gender Identity
Cell Phone Number
Home/Alt Phone Number
Social Security Number
Mailing Address
Mailing City
Mailing State
Mailing Zip
Mailing Country

### Client B

Client B’s Address is the same as Client A
First Name
____ Middle Name or ____ Preferred Name
Last Name
Email (Email will be used for billing & correspondence)

Date of Birth (mm/dd/yyyy)
Sex at Birth
Gender Identity
Cell Phone Number
Home/Alt Phone Number
Social Security Number
Client B Address
Client B City
Client B State
Client B Zip
Client B Country

## SECTION 2 — TISSUE STATUS

*In this section clients will answer questions about their tissue status. Clients A & B will answer the questions. Client A will complete 1-3; Client B will complete 1-2.*

1. Have you or your partner ever **had a positive test result** for HIV, Hepatitis B, Hepatitis C or any other disease?

<b>Client A</b> ___ No	<b>Client B</b> ___ No
___ Yes	___ Yes
If yes, please specify	If yes, please specify

2. Have you or your partner ever **had a positive test result, lived, or traveled** where the CDC has issued a **travel alert or warning** due to risk of disease transmission for Zika Virus, Ebola, or other disease?

<b>Client A</b> ___ No	<b>Client B</b> ___ No
___ Yes	___ Yes
If yes, please specify	If yes, please specify
Where	Where
When	When

3. Reason for Banking (select one)

### SECTION 3 — DIRECTIONS FOR DISPOSITION OF REPRODUCTIVE TISSUE SPECIMENS IN CASE OF DEATH OF CLIENTS OR TERMINATION OF CLIENTS' RELATIONSHIP

*In this section, Clients will make choices for what happens to Clients' Specimens if one or both pass away while the reproductive tissue specimens are still in storage at the Company. Clients must make a disposition choice in this section.*

**In the event that none of the options provided below are fully executed, Clients directs then, upon the death or deaths of the Client(s), the Reproductive Tissue Specimens will be discarded and not used for any other purpose.**

**Death of Client is established by evidence deemed sufficient by the Company.** The Company will not proceed with Client Disposition Directions until this evidence is received and confirmed by the Company. It is the responsibility of the Client or Clients' estate to contact the Company to provide this evidence.

#### DEATH OF ONE CLIENT

Client A will select one of the two following options by marking the selection, then signing and dating below Clients' choice. Client B will sign and date Client B's agreement with the selection made by Client A.

##### Discard

If one of the Clients dies, the Company will discard all stored reproductive tissue specimens and the reproductive tissue specimens will not be used for any other purpose. The term "discard" as used in this Agreement means that the Company will thaw and discard the stored reproductive tissue specimens in a professional and ethical manner, as determined solely by the Company. Discarded reproductive tissue specimens cannot and shall not be used for reproductive purposes by or on behalf of any person or persons.

<b>Client A Signature</b>	Date
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##### Sole Ownership of Reproductive Tissue Specimens to Surviving Client

If one of the Clients dies, the Clients hereby acknowledge and agree that, upon the death of one of them, the surviving Client will have sole ownership and control over the Reproductive Tissue Specimens. The Conditions of Release of Reproductive Tissue Specimens from Storage can be referenced in full in Section 8 – Terms and Conditions of Reproductive Tissue Specimens Couple Cryostorage Agreement.

<b>Client A Signature</b>	Date
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#### Client B

My signature below confirms I have read and understood the directions for disposition choices defined above for the death of one Client. I approve the selection of Client A and agree to abide by the terms outlined in our choice.

<b>Client B Signature</b>	Date
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## DEATH OF ALL SIGNATORY CLIENTS

Client A will select one of the two following options by marking the selection, then signing and dating below Clients' choice. Client B will sign and date Client B's agreement with the selection made by Client A.

**Discard**

If all Signatory Clients die at or about the same time, the Company will discard all stored reproductive tissue specimens and the reproductive tissue specimens are not to be used for any other purpose. The term "discard" as used in this Agreement means that the Company shall thaw and discard the stored reproductive tissue specimens in a professional and ethical manner, as determined solely by the Company. Discarded reproductive tissue specimens shall not be used for reproductive purposes by or on behalf of any person or persons.

<b>Client A Signature</b>	Date
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**Transfer of Ownership to Designated Owner** (Please NOTE: Designated Owner must be eighteen (18) years of age or older).

In the event all Signatory Clients die at or about the same time, Clients direct that upon their deaths, ownership and control of the reproductive tissue specimens shall be intended as follows:

We designate the following individual as the designated owner of our reproductive tissue specimens upon their execution of a new cryostorage agreement.

### Designated Owner Contact Information

Name
Address
City
State
Zip
Phone Number
Email

Clients acknowledge and agree that their Reproductive Tissue Specimens become the property of Designated Owner by Designated Owner's execution of an agreement with the Company. Designated Owner may authorize the Company to discard the Specimens or Designated Owner may use the Reproductive Tissue Specimens for the purpose of procreation with recipients, provided all current and applicable FDA regulations and AATB Standards regarding the use of Reproductive Tissue Specimens are met and followed.

If Designated Owner does not elect to take ownership of the Reproductive Tissue Specimens or is unresponsive to the Company's contact or is unable to be located, the Company will discard the reproductive tissue specimens. The Company will follow established contact protocols using the most recent contact information for Clients' Designated Owner prior to discard. It is solely the responsibility of Clients to keep Clients' Designated Owner's contact information current.

<b>Client A Signature</b>	Date
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**Client B**

My signature below confirms I have read and understand the direction for disposition choices defined above for the death of both Clients. I approve the selection of Client A and agree to abide by the terms outlined in our choice.

<b>Client B Signature</b>	Date
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**IN THE EVENT OF DIVORCE OR DISSOLUTION OF THE MARRIAGE OR PARTNERSHIP OF CLIENTS:** the ownership and/or other rights to the reproductive tissue specimens will be as directed by certified court decree and/or settlement agreement. If divorce or dissolution of the marriage/partnership occurs, the Company will require notarized and/or certified documentation indicating changes in ownership and control and/or rights to the reproductive tissue specimens before proceeding with any disposition. In the event this documentation is not provided to the Company, the Company shall discard all reproductive tissue specimens only as provided in this Agreement or in accordance with the Company’s Disposition Directive document and contact protocols.

**SECTION 4 — TRANSFER TO REPROTECH**

*This section outlines all the terms and conditions for the Shipping Liability Protection and shipping tank choices. Clients will indicate their selections for the specimen transfer request.*

Clients requests the transfer of their Reproductive Tissue Specimens to the Company from the physician/clinic (“Facility”) listed in Section 6 – Medical Data Release – in accordance with the Company’s current policies and procedures.

**Type of tissue to be transferred to RTL for continued storage**

For Specimens Being Transported by the Company Staff: Please Note — the Company automatically provides Specimen Shipping Liability Protection when transportation is provided by the Company’s staff.

For Specimens Being Transported by a Third Party: The following section is to be completed if Specimens are to be shipped or in the event Specimens cannot be part of a regular transfer by the Company’s staff.

Clients acknowledge and agree that there are several options to mitigate the risks inherent in the shipment of reproductive tissue specimens, including the use of two (2) shipping tanks and the purchase of optional Specimen Shipping Liability Protection. The majority of shipments are sent by United Parcel Service (UPS).

**SPECIMEN SHIPPING LIABILITY PROTECTION OPTIONS**

*In this section Client(s) will read information about Liability Protection options for Client(s) shipment, and Client(s) must choose to select or decline this protection.*

We understand and accept that without our selection of additional Specimen Shipping Liability Protection, compensation for tissue loss or tissue integrity during transfers could potentially be limited to a maximum of One Hundred and no/100ths (\$100.00) Dollars (UPS) and that other courier services may provide no liability compensation at all.

We have reviewed the recommended Specimen Shipping Liability Protection Flyer and made our selection as follows.

**We wish to (select one of the two options below):**

**Confirm** that ReproTech will insure the specimens while in transit by selecting Specimen Shipping Liability Protection at the Thirty-Five Thousand (\$35,000) Dollar level as described in the Shipping Liability Protection Flyer. (Note the fees are subject to change.) We understand that this added liability protection is for actual procedure replacement costs up to Thirty-Five Thousand (\$35,000) Dollars and that it only covers the tissue against loss or loss of integrity due to an event that occurs during the shipment. We understand that fees for the Specimen Shipping Liability Protection must be made in advance of the shipment for the service to be in effect.

**Decline** Specimen Shipping Liability Protection. In addition, We agree to hold RTL harmless for any claims for tissue loss, tissue integrity or the viability of reproductive tissue specimens due to an event that occurs during shipment.

### NUMBER OF SHIPPING TANKS

*In this section Clients will read information about shipping tank options for Clients' shipment, and Clients shall choose one or two tanks for shipment. If specimens are transferred by RTL Staff (in-person delivery), only one tank will be used for shipment and Client will not be billed for second tank, even if they choose the 2 tank option.*

**You must select one of the two (2) shipping tank options by placing a mark in the box adjacent to your choice.**

**2 Tanks** We are requesting that our reproductive tissue specimens be divided into two shipping tanks for additional safety during shipping and understand that a shipment by way of two tanks **will incur an additional shipping fee** as per storagefees.com. This option is only available if the reproductive tissue specimens are cryopreserved in more than one container.

**1 Tank** We have declined the use of two shipping tanks and accept the potential risk of using only one shipping tank.

### SECTION 5 — PAYMENT

*In this section Clients will supply their credit card number for auto-pay enrollment and provide enrollment information for employer-sponsored programs if applicable. Clients will also choose the billing interval for the first and continued storage billing. Specimens remain in storage to be billed at the established interval until the Conditions of Release of Reproductive Tissue Specimens have been executed.*

**Employer Sponsored Programs** (only applies if currently enrolled through Clients' employer)

Progyny ID
Carrot Fertility Code

**Billing Interval Selection:** Clients indicate choice of **billing interval** for storage fees. Storage fees are prepaid and non-refundable. Visit storagefees.com for pricing.

<input type="checkbox"/> Quarterly
<input type="checkbox"/> 1 Year
<input type="checkbox"/> Multi-year _____ (choose 2, 3, 5 or 10 years)

### Credit Card Account Information

Account Number
Name on Card
Expiration Date
Billing Zip Code

## SECTION 6 — MEDICAL DATA RELEASE

*This section confirms medical data release of Clients' medical data to the Company from the Facility where the specimens are currently in storage.*

By signing the agreement, We authorize the Facility listed below to release to ReproTech medical data, including but not limited to: personal biographical data, serology/virology testing data, and specimen processing/cryopreservation data. This includes information about human immunodeficiency virus-HIV, acquired immunodeficiency syndrome-AIDS, and AIDS related complex-ARC, as defined by Department of Community Health rules (1989 Public Act 174). We further understand that the failure to sign/submit this authorization or the cancellation of this authorization will not prevent us from receiving any treatment or benefits we are entitled to receive, provided this information is not required to determine if we are eligible to receive those treatments or benefits or to pay for services we receive.

### Address of Facility where specimens are currently located or will be created

Name
Phone
Address
Address 2
City
State
Zip
Country

## SECTION 7 — CRYOSTORAGE AGREEMENT SIGNATURES

**The signatures in the selection below affirm Clients have read and agree to be bound by all the Terms and Conditions of Reproductive Tissue Specimens Couple Cryostorage Agreement contained herein.**

By signing below, Clients agree to with the following:

Clients hereby certify that all the information provided herein (and on any other accompanying or required documents) is correct, accurate, and complete to the best of their knowledge.

Clients affirm the dispositional choices as indicated above. Clients acknowledge and agree that if none of Clients' choices are available, the Company may discard their frozen reproductive tissue specimens in its sole discretion. Clients further acknowledge and agree that they may update their disposition choices at any time by completing and signing a new Cryostorage Agreement with the Company.

Clients confirm acceptance of ReproTech’s privacy and security practices (rtlhipaa.com) and affirm that all information provided on this document is true and accurate.

Clients confirm they have read and understood the Conditions of Release of Shipment of Reproductive Tissue Specimens to the Company and hereby authorize the Facility to release Clients’ specimens to the Company.

Clients affirm they have read and understand the policies and optional fees on the Specimen Shipping Liability Protection Flyer and hereby authorize the Facility listed above to release their Specimens to the Company.

Clients understand that their credit card authorization will remain in effect until it is cancelled in writing according to the terms of the Credit Card Authorization.

**By marking an X in the client section and signing below**, I acknowledge that I have read, understand, and accept the Terms and Conditions of Reproductive Tissue Specimens Couple Cryostorage Agreement and agree to be bound by them. I understand that I shall receive a copy of the Terms and Conditions of Reproductive Tissue Specimens Couple Cryostorage Agreement upon execution of this document.

<u>      </u> <b>Client A</b>	<u>      </u> <b>Client B</b>
Printed Name	Printed Name
Signature	Signature
Date Signed	Date Signed

## **SECTION 8 — TERMS AND CONDITIONS OF REPRODUCTIVE TISSUE SPECIMENS COUPLE CRYOSTORAGE AGREEMENT**

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*This section includes terms and conditions for tissue specimen storage, including storage fees and records, account in default, credit card authorization, conditions of release of reproductive tissue specimens to ship to the company, reproductive tissue specimens receipt and storage, potentially infectious specimens, conditions of release of reproductive tissue specimens from storage, termination of account, the responsibilities and liabilities of the company, and additional terms.*

### **STORAGE FEES AND RECORDS**

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*This section describes how storage fees are billed and how records are kept.*

Clients agree to pay the storage fees for each Storage Period in advance of the Storage Period commencing. A “Storage Period” commences on the first day of the month of the Company’s original receipt of Specimens for long-term storage through the last day of the month of the chosen billing interval. Storage Periods renew automatically at the same billing interval chosen for initial storage. All subsequent storage fees are due in full on the first day of the commencement of the new Storage Period (“Renewal Date”). Unused Storage Fees are non-refundable. Clients may revise their Storage Billing Interval within thirty (30) days of the renewal date by contacting the Company via phone, email or in writing.

The Company, in its sole discretion, reserves the right to adjust storage fees. These adjustments may be due to market changes or any other reason as determined by the Company. Current storage fees are maintained on the Company’s website.

Clients shall keep all contact information, including addresses, telephone numbers, and email addresses, current and up to date with the Company. It is solely the responsibility of Clients to update all contact information in writing to the



Company within thirty (30) days of any change in contact information. This contact information shall be used for billing purposes and any other matter requiring notice to Clients. The Company shall keep Clients' contact information and any other records relating to the subject of this Agreement on file.

## **ACCOUNT IN DEFAULT**

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*This section describes what happens if an account is not paid in full by the due date of an invoice. It includes the rights of the Company for collections of accounts in default, and final discard of Specimens for default accounts.*

Clients' account is in "default" if, at any time sixty (60) days from the first day of the commencement of any Storage Period, the Company has not received payment in full for all amounts due to the Company by Clients.

In the event of default, the Company may, at its sole discretion, refer the Clients' account to any attorney or collection agency for collection. Clients agrees to pay all costs of such collection, including but not limited to, any reasonable fee charged by the collection agency and reasonable attorney's fees.

If Clients' account remains in default at the close of the Company's established Account Default protocols, the Company will send a final notice, advising Clients of the final due date to pay the storage fee in full. Notwithstanding the foregoing, this final notice shall include emailed notification and mailed contact notification that is returned unopened.

If, at the end of the Company's established Account Default Protocols, payment in full is not made by the due date stated in the notice or if Client(s) have not responded, in writing, to communications from the Company, Client(s) agrees to release sole ownership and custody of the Reproductive Tissue Specimens to the Company. Client(s) shall remain solely responsible for all delinquent storage and collection fees, including any storage or collection fees that continue to accrue, regardless of release of ownership and custody.

The Company will discard all stored Reproductive Tissue Specimens whose ownership and custody has been transferred solely to the Company. The term "discard" as used in this Agreement means the Company will thaw and discard the stored Reproductive Tissue Specimens in a professional and ethical manner, as determined solely by the Company. Discarded Reproductive Tissue Specimens cannot and will not be used for reproductive purposes by or on behalf of any person or persons.

## **CREDIT CARD AUTHORIZATION**

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By signing this agreement, Clients agree they are enrolling in ReproTech's autopay program. They agree to notify ReproTech LLC in writing of any changes to their credit card account information or to terminate this authorization at least 15 days prior to the next billing date. Clients certify they are the authorized user of this credit card/bank account and will not dispute the scheduled transactions with the bank or credit card company; so long as the transactions correspond to the terms indicated on this card authorization and Cryostorage Agreement.

## **CONDITIONS OF RELEASE OF SHIPMENT OF REPRODUCTIVE TISSUE SPECIMENS TO THE COMPANY**

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*This section outlines all the terms and conditions for the release, transfer, and shipping of specimens from the physician/clinic to the Company.*

It is understood that the Facility acknowledges and agrees with the request to transfer Reproductive Tissue Specimens to the Company and will assist with this transfer. Furthermore, it is recognized by Clients that events beyond the control of the Company and the Facility may occur during transfer and it is understood by all parties that neither the Facility nor the Company are responsible for any losses in connection with or related to the shipment of the Reproductive Tissue Specimens.

Clients hereby authorize the transfer of their Reproductive Tissue Specimens from the Facility to the Company for continued long-term storage.

Clients to hold RTL harmless for any claims for damage to the Reproductive Tissue Specimens arising from acts or omissions prior to the Company's possession of such specimens.

Clients agree that the Company shall not be liable for errors, including specimen labeling errors, which occur prior to the Company's acceptance of the Specimens for storage.

## REPRODUCTIVE TISSUE SPECIMEN RECEIPT AND STORAGE

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*This section describes how specimens are transferred to the Company.*

The Company shall receive the Clients' Reproductive Tissue Specimens, which have already been cryopreserved, from the Clients' physician and/or clinic (the "Clinic" or "Facility") for long-term storage with the assistance of Clients. All specimen transfers for long-term storage will be in accordance with state and federal regulations and the procedures for identification and testing established by the Company and set forth on the Company's website. Testing and screening includes, but is not limited to, testing for sexually transmitted diseases. Any Specimens received that are missing all or some test results may be subject to higher fees and will require additional consents when Clients are ready to ship their Specimens. All procedures established by the Company may be modified at any time and in the sole discretion of the Company to reflect changes in industry practices, laws, or regulations.

Reproductive Tissue Specimens will remain in storage at the Company until this Agreement is terminated as outlined below in the Termination of Agreement section.

### IF APPLICABLE—STORAGE OF POTENTIALLY INFECTIOUS SPECIMENS

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*This section specifically outlines storage and fee information for clients who, they themselves and/or their donor gamete providers, have undergone testing and/or screening that showed a potential for an infectious disease.*

The storage of reproductive tissue specimens from potentially infectious client(s) requires certain additional safeguards and procedures. Clients acknowledge and agree that their Specimens will be stored in a separate vapor storage tank which is specifically designated for potentially infectious specimens only as follows:

Specimens from Clients with potentially infectious conditions for any relevant communicable disease shall be stored in a separate storage tank and Clients specimens will be physically segregated by use of canisters specific to their reactive test or risk.

Clients further acknowledge and agree that because of additional required precautions, storage fees and shipping fees may be higher than the fees charged to clients who do not have a potentially infectious risk. Clients acknowledge and agree that all shipping fees must be pre-paid by Clients prior to any shipment and that the shipping fees are non-refundable. In addition, Clients acknowledge and agree that the results of any testing for infectious diseases will be disclosed to the receiving physician and/or clinic and the recipient as part of an informed consent procedure before the specimens are used.

### CONDITIONS OF RELEASE OF REPRODUCTIVE TISSUE SPECIMENS FROM STORAGE

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*This section outlines the release criteria to allow the Company to send specimens to another facility.*

#### During the lifetime of Client(s)

All releases of Reproductive Tissue Specimens from storage are contingent upon all fees (including storage fees, collection fees, and other applicable fees) being paid to the Company in full.

If the person into whom the reproductive tissue specimens will be implanted ("Recipient") is transferring to another long-term cryostorage facility for continued storage or if the Recipient of the specimens is Client or the sexually intimate partner of Client, release of reproductive tissue specimens may occur:

- i. to a licensed physician or long-term storage facility only; and
- ii. upon the express notarized authorization of all Signatory Clients; and
- iii. upon the authorization of Recipient's clinic; and
- iv. upon completion of serology/virology tests required by the Company and/or relevant state or federal law.

**After the death of Client(s) (as evidenced by receipt of a certified copy of the death certificate or otherwise established by evidence deemed sufficient by the Company).**

If the recipient is the surviving spouse or designated owner identified in this Agreement, the reproductive tissue specimens will be released:

- i. After the surviving spouse or designated owner fully executes a subsequent Cryostorage Agreement for continued storage of reproductive tissue specimens; and
- ii. only if Client(s) has completed all serology/virology testing and paperwork to conform with applicable FDA regulations, if conditions of Company's Special Circumstances protocol have been met, and Company's Special Circumstances Release Documentation has been properly executed, and
- iii. only to a licensed physician who has authorized the shipment; and
- iv. upon the express notarized authorization of the surviving spouse or designated owner and the recipient's physician as documented by execution of all consents required by the Company.

## **TERMINATION OF AGREEMENT**

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*This section describes the exact terms and conditions required to close and/or terminate this Agreement and storage for Reproductive Tissue Specimens with the Company.*

This Agreement will terminate and the Company's responsibilities for storage of Reproductive Tissue Specimens hereunder will cease in the following instances:

- 1) upon the release of all Reproductive Tissue Specimens stored by the Company in accordance with the Conditions of Release; or
- 2) upon the disposition of all Reproductive Tissue Specimens stored by the Company either on the basis of a default outlined under the Account in Default section contained in this Agreement herein or as authorized by the Directions for Disposition upon Death of Client(s) section contained in this Agreement; or
- 3) upon the notarized execution of the Company's separate Termination of Account agreement and final disposition forms.

## **RESPONSIBILITIES AND LIABILITIES OF THE COMPANY**

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*This section describes the limitations of the responsibilities of the Company regarding the storage of cryopreserved specimens and defines the liabilities of the Company. In addition, it outlines Clients' recognition of these limitations and responsibilities.*

Clients acknowledge and agree that the viability of Reproductive Tissue Specimens and the results from subsequent insemination depend upon Clients and the recipient. In addition, Clients acknowledge and agree that the Company verifies quantity and labeling of containers, but the Company does not make any guarantees as to contents of specimens' containers. The Company can only provide data reported by the originating clinic as to the quantity and/or quality of the Reproductive Tissue Specimens held in a specific container. Clients acknowledge and agree they have been fully advised concerning the state of the art of the cryopreservation of reproductive tissue specimens.

Accordingly, Clients acknowledge and agree that the Company's responsibility and liability are limited hereunder solely to the adequate cryostorage of Clients Reproductive Tissue Specimens consistent with the state of the art at the date of entering into this Agreement. Clients agree to hold the Company harmless for any damage sustained while their Reproductive Tissue Specimens are not in the possession and control of the Company.

Limitation of Liability. Client agrees that in the event of loss or destruction of the Specimens by any reason whatsoever, damages as a result thereof would be highly conjectural and speculative and would be difficult to determine. Accordingly, pursuant to 5A Del. C. 1953, §7-204 of the Delaware Uniform Commercial Code, Client agrees that in the event that one or more of the Specimens is lost or destroyed by virtue of negligence of the Company, the total liability of the Company for failure to meet any of its responsibilities to Clients will be limited to the prorated cost of the procedure that generated their Reproductive Tissue Specimens. The parties acknowledge and agree that any claims arising out of this Agreement will be brought in the state courts of Delaware. Below is an example of how the proration cost would work for reference:

Ten (10) oocytes or viable vials of semen are produced/collected. Of those ten (10), six (6) were used and four (4) were compromised due to gross negligence while in the custody of the Company, resulting in the loss or damage of the remaining reproductive tissue specimens while in storage at the Company. In this scenario, the

Company's liability would be limited to forty (40) percent of the cost of the procedure that generated the specimens.

In the event the Company ceases the operation of its storage facility, it may assign and transfer its obligations hereunder to the Reproductive Tissue Specimens held on behalf of Clients to a similar storage facility thirty (30) days after written notice to Clients at their last known address.

## **ARBITRATION**

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*This section outlines arbitration terms for the Agreement.*

Client and Company agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement or the transactions contemplated hereby (a "Dispute") shall be arbitrated pursuant to the Delaware Rapid Arbitration Act, 10 Del. C. § 5801, et seq. (the "DRAA"). The parties agree to take all steps necessary or advisable to submit any Dispute that cannot be resolved by the parties for arbitration under the DRAA (the "Arbitration") and each party represents and warrants that it is not a "consumer" as such term is defined in 6 Del. C. § 2731.

By executing this Agreement, (i) each party hereby waives, and acknowledges and agrees that it shall be deemed to have waived, any objection to the application of the procedures set forth in the DRAA, (ii) consents to the procedures set forth in the DRAA, and (iii) acknowledges and agrees that it has chosen freely to waive the matters set forth in subsections (b) and (c) of Section 5803 of the DRAA. IN CONNECTION THEREWITH, EACH PARTY UNDERSTANDS AND AGREES THAT IT SHALL RAISE NO OBJECTION TO THE SUBMISSION OF THE DISPUTE TO ARBITRATION IN ACCORDANCE WITH THIS SECTION AND THAT IT WAIVES ANY RIGHT TO LAY CLAIM TO JURISDICTION IN ANY VENUE AND ANY AND ALL RIGHTS TO HAVE THE DISPUTE DECIDED BY A JURY.

This Arbitration provision shall be governed by the laws of the State of Delaware, without regard to principles, conflicts of law, and regardless of whether the laws of Delaware govern the parties' other rights, remedies, liabilities, and powers and duties.

## **INDEMNIFICATION**

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*This section outlines indemnification terms for the Agreement.*

Client acknowledges and agrees that they will indemnify and hold the Company harmless from any loss and/or expenses incurred in connection with the defense or payment of any claim by any other party relating to the subject of this Agreement. This Agreement shall be binding upon Client and their assignees, heirs, executors, and administrators.